

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME

Atty. Docket No.

**DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.
6,609,975**

I, James Bindseil, declare and say:

1. That I am a citizen of the United States of America. I am presently with the law firm of Arent Fox LLP having a place of business at 1050 Connecticut Avenue, NW, Washington, DC 20036-5339. My current direct-dial telephone number is (202)715-8530;

2. That I was responsible for assisting Mr. Tony Cranford of Ten Stix Gaming ("Ten Stix") between the time that I received any such files from Mr. Wilburn Chessser until transferring the files to the PCT Law Group in approximately November of 2008;

3. That I have conducted an investigation including inquiries of the following law firms for any files related to U.S. Patent No. 6,609,975 ("the '975 patent"): Lowe, Hauptman, Ham & Berner (LHHB) (where I received Ten Stix files from Mr. Chessser) and Amin, Turocy & Calvin (now Turocy & Watson) from which firm any files were transferred to the PCT Law Group. Upon information received from these firms and upon belief, neither firm has any files;

4. That, upon information and belief, I initially received instructions from Mr. Wilburn Chessser and Mr. Tony Cranford to take over the Ten Stix files in August of 2006, and that I subsequently received the hard copies of the files sometime thereafter;

5. That I understood from Mr. Wilburn Chesser and from the patent file that LHHB was not responsible for payment of maintenance fees for U. S. Patent No. 6,609,975 ("the '975 patent"). It was my understanding from Mr. Wilburn Chesser that Computer Patent Annuities (now CPA Global) was responsible for handling annuity correspondence with Ten Stix.

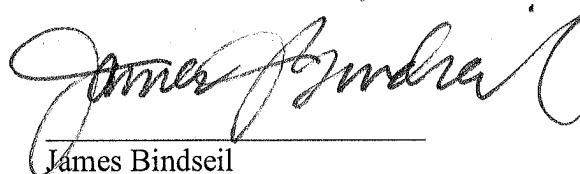
6. That it is my personal recollection and upon information and belief, the firm of Lowe, Hauptman, Ham & Berner did not send out any letters to Mr. Cranford or to Ten Stix advising of the first maintenance fee being due for the '975 patent, for example, during the maintenance fee window;

7. That it is my recollection that the firm of Amin, Turocy & Calvin (now Turocy & Watson) did not send out any letters to Mr. Cranford or Ten Stix during the period of time any file related to the '975 patent was in their possession;

8. That, to the extent any files of Ten Stix exist, upon information and belief, in approximately November of 2008 I arranged for the transfer of any such files from Amin, Turocy & Calvin to the responsibility of the PCT Law Group;

9. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James Bindseil", written over a horizontal line.

James Bindseil
Arent Fox LLP
1050 Connecticut Avenue, NW
Washington, DC
20036-5339

April 12, 2010